



## GovX Ticketing Partner Agreement

### Georgia Tech

**Effective Date:** 04/18/2017

This Ticketing Partner Agreement ("**Agreement**") is entered into as of the date above (the "**Effective Date**") by and between GovX, Inc. ("**GovX**" or "**we**," "**us**," "**our**"), whose principal business address is 7817 Ivanhoe Ave., Suite 301, La Jolla, CA 92037, and Georgia Tech Athletic Association with offices at 150 Bobby Dodd Way, NW Atlanta, GA 30332-0455 ("**Partner**", "**you**" or "**your**") (each of GovX and Partner are a "**Party**" and collectively the "**Parties**"), with reference to the following (certain terms used herein have the meanings given to them in Article IV, below):

#### Background

A. GovX owns and operates a large and expanding online sales channel and private network of Members. GovX has also developed a proprietary Verification Technology to qualify Eligible Users as Members through an online system hosted by GovX and a gateway from the GovX Site which allows (i) Members to securely access the Partner Site and (ii) Partners to easily embed our Verification Technology into their Partner Site.

B. Partner is engaged in the business of collegiate athletics and the marketing and selling of Tickets to its Events.

C. Both Parties want to execute this Agreement pursuant to which GovX will (i) promote your brand (ii) market and sell Tickets under the Privileged Program, and (iii) use and make available its Verification Technology to ensure that only Members have access to the Privileged Program and Tickets.

#### Article I - Key Terms

1.1. Term. This Agreement begins on the Effective Date and continues for one (1) year. It shall automatically renew for successive Terms of one year each, **provided, however**, that either Party may terminate this Agreement **for any reason or no reason** upon sixty (60) days prior written notice. In addition, either Party may terminate this Agreement on fifteen (15) days prior written notice upon a material breach of the Agreement by the other Party, if the other Party becomes insolvent or otherwise is subject to a bankruptcy petition, or if the other Party is dissolved or liquidated.

1.2. Revenue Share. You will pay GovX a Revenue Share of 8% for tickets sold at \$1-\$34 and 5%+\$1 for tickets sold at \$35 or above % and an additional fee of \$0 for each Ticket sold from all Ticketing Platforms to Members. The Revenue Share will be measured by Net Revenues as defined in Article IV, below.

#### Article II - GovX Obligations

2.1. The Privileged Program and Brand Page. GovX will create a Partner Brand Page within the GovX Site. The Partner Brand Page will contain prominent links to Events on your designated Ticketing Platform. Any pricing information, any link to the Partner Site or Ticketing Platform, and other related discount or qualification information will be accessible **only** by Members.



2.2. Promotion of Privileged Program. We will promote the Privileged Program to our Members, primarily through promotional emails and a link to the Partner Brand Page from the GovX Site but consistent with our normal business practices. Such promotion may include representation at GovX-attended tradeshows, inclusion in GovX press releases, and creation of special incentives as approved by you.

2.3. License of Verification Technology. We grant you a limited, non-transferable, non-exclusive, royalty-free (i) right to access and use, and permit Members to access and use, the Verification Technology, and (ii) license to integrate the verification widget (part of the Verification Technology) into your Partner Site, allowing you to verify Eligible Users who select Events as well as enable them to purchase Tickets via the Event Links. Notwithstanding this grant of rights and license, you are not obligated to use the Verification Technology or widget on the Partner Site.

### **Article III - Partner Obligations**

3.1. Privileged Program Discount Policy. You will implement the Privileged Program and establish an associated discount policy for Tickets and Events within the Program consistent with your reasonable business discretion; **provided, however** that the Privileged Program will have pricing and other terms equal to or better than Partner tickets sales that are routinely offered to the public. Nothing in the foregoing shall prevent Partner from selling tickets to other select or closed groups on a discounted basis or to the public as part of an occasional "flash sale" promotion. Subject to the foregoing, you may change any pricing associated with the Privileged Program upon reasonable advance notice to GovX. The Privileged Program will be accessible only to current Members during the Term and any benefits under the Program will cease upon termination of the Agreement.

3.2. Verification Technology. At a time mutually agreeable to both Parties, you will create a dedicated page or section of the Partner Site promoting the Privileged Program, sale of Tickets, and GovX. This dedicated page or section will either (i) enable the Verification Technology using the verification widget or (ii) use Event Links for verification and Ticket fulfillment through the Partner Brand Page. During the Term, GovX shall be the exclusive provider of an online verification system or technology (e.g., the Verification Technology) to confirm the status of Eligible Users. You also agree not to selectively market to Members during the Term without our prior written consent.

### **Article IV - Definitions**

4.1. **"Partner Brand Page"** means a dedicated Partner "brand page" or section within the GovX Site that describes Partner, the Events and venue locations, the Tickets, and other content we include but approved by you.

4.2. **"Partner Site"** means Partner's web site(s) identified on the signature page and such other Partner owned and controlled web sites as the Parties agree in writing to include.

4.3. **"Eligible Users"** means (i) active duty, reserve, veteran, and retired members of the U.S. Armed Forces; (ii) active and retired employees of federal, state, or local government, including, without limitation, law enforcement, fire, and emergency rescue agencies, related government agencies; and (iii) those individuals who have received government security clearance pursuant to the Department of Homeland Security's Critical Infrastructure Private Sector Clearance Program and related



government security programs.

4.4. **"Event"** means your concerts, games, races, or other events that we mutually agree to include in the Program.

4.5. **"Event Links"** means links from the Partner Site to the Partner Brand Page for the purchase of Tickets.

4.6. **"GovX Site"** means [www.govx.com](http://www.govx.com) and other websites owned, operated or partnered with GovX during the Term.

4.7. **"Marks" and "Materials"** means trademarks, service marks, trade names, designs, logos and similar indicia that identify a Party or its products or services to the public ("**Marks**") as well as all artwork, content and other material provided or owned by a Party or its licensors or suppliers ("**Materials**").

4.8. **"Members"** means Eligible Users who are verified and registered members of GovX.

4.9. **"Net Revenues"** means all Ticket sale revenues from all Ticketing Platforms received by you in connection with all Events during the Term, net of customary and documented processing, ticketing and credit card service fees, taxes, credits and associated refunds.

4.10. **"Platform" or "Ticketing Platform"** means the designated platform or technology which you use to process the sale of Tickets.

4.11. **"Privileged Program" or "Program"** means the customized program created by the Parties for the promotion of Partner's brand and Events to Members and the sale of Tickets having privileged pricing including, without limitation, secure links from the GovX Site to the Partner Site and Platform, and the Verification Technology.

4.12. **"Revenue Share"** means the aggregate share of Net Revenues and ticketing service fees, if any, collected from Members and paid to GovX, as specified in Section 1.2 of this Agreement.

4.13. **"Term"** means the effective period of the Agreement specified in Section 1.1.

4.14. **"Tickets"** means tickets or other means of admission or participation to Events sold to Members under the Program.

4.15. **"Verification Technology"** means our proprietary technologies to verify Eligible Users as Members pursuant to our then-current eligibility requirements through a secure online system, link, and gateway which also allows you to embed a verification widget on the Partner Site to verify Eligible Users as Members.

## Article V - Miscellaneous

5.1. **Payment Process.** Within ten (10) days after the end of each calendar month during the Term (or after any particular Event if accounting and reporting is Event-driven), you will deliver a report to GovX setting forth the number of Tickets sold and Net Revenues generated by such sales. Subsequently, you will make payment to GovX for the Revenue Share by check or other mutually agreeable means no later than thirty (30) days after the applicable month end or Event, as the case may be. You will notify GovX of any Event cancellations or other circumstance that might impact the calculation of Net Revenues or Revenue Share.

5.2. **Disputes.** If we do not agree on the amount of Revenue Share paid for any relevant period, the Parties will work together, in good faith, to resolve such disagreement. You will provide any additional reports or supporting documentation we reasonably request in order to confirm the correct Revenue Share.

5.3. Survival. Upon termination, each Party's rights and obligations under this Agreement will cease, except that the provisions of Section 1.2, Article IV, Sections 5.1, 5.2, Sections 5.4, 5.5, 5.6, 5.7, 5.8, and 5.9 will survive termination of this Agreement.

5.4. Limitation of Liability and Disclaimer. ***Except in connection with a party's indemnification obligations, in no event shall either Party be liable to the other for any indirect, punitive, special, incidental, or consequential damages. To the extent permitted by law, GovX disclaims and makes no warranties, express or implied, regarding the Privileged Program, including the Verification Technology, including, without limitation, any warranty regarding its fitness for a particular purpose, accuracy, or non-interference.***

5.5. Mutual Indemnification. We each shall indemnify, defend, and hold the other (and its affiliates, officers, directors, employees, successors and assigns) harmless from and against all third party claims, actions and proceedings and associated costs, damages, losses and liabilities (including reasonable attorney fees) arising out of or in connection with any alleged or actual breach by the other of its representations, warranties, or obligations under this Agreement.

5.6. Partner Site Transactions and Ticketing Platform. All transactions associated with the Privileged Program and Members shall be your responsibility. You will operate the Partner Site and your business, including use of customer data and email communications, consistent with your own privacy statement, terms of use, sales, return, warranty, and other policies, but in all cases in accordance with applicable laws and industry standard best practices. You represent to GovX that the Ticketing Platform used in the Privileged Program is subject to a valid agreement between you and the Ticketing Platform that provides for use consistent with the Privileged Program and terms of this Agreement.

5.7. Customer Data. Nothing in this Agreement gives a Party the right to own, obtain, access, use or view any of the data or other information (including personally identifiable information) collected by the other Party or contained within the other Party's emails, mail, member or customer databases. Such data will remain the sole property and confidential information of such Party at all times.

5.8. IP Ownership and Licenses. Each party represents to the other that it owns and will retain all right, title, and interest, including all intellectual property rights, in and to their respective Marks and Materials. During the Term, each Party grants to the other a limited, royalty-free, non-exclusive, non-transferable license to reproduce, display and publish the other Party's Marks and Materials, solely in connection with such Party's performance of its obligations or the exercise of its rights under this Agreement. Each Party's use of the other's Marks and Materials shall be subject to the prior approval of the other Party, which approval will not be unreasonably withheld or delayed.

5.9. Miscellaneous.

a. Neither party may assign this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. Regardless of the foregoing, either Party may assign this Agreement without such consent in connection with the merger, consolidation, reorganization, or acquisition of such Party or the sale of a substantial portion of such Party's business or assets.

b. The laws of the U.S. and California shall govern this Agreement, without giving effect to conflicts of laws rules. Any



dispute relating to this Agreement shall be adjudicated exclusively in the state or federal courts in San Diego County, CA.

c. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and shall bind each Party and its successors and permitted assigns. No modification of or amendment to this Agreement will be effective unless in writing and signed or acknowledged by both Parties.

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**GovX, Inc.**

**Georgia Tech**

By:

By:

Name: Kim Penny

Name:

Title: SVP Business Development

Title:

GovX Site: [www.govx.com](http://www.govx.com)

Partner Site:

Marvin Lewis

Assoc. AD - Admin/Finance

